

EXHIBIT B

AMENDMENT TO PAYMENT PLAN WITH WAIVER

This Amendment to Payment Plan with Waiver (this “**Amendment with Waiver**”), dated as of April 1, 2024, is made by and between Saint Augustine University (f/k/a Saint Augustine College), a North Carolina nonprofit corporation, with an address at 1315 Oakmont Avenue, Raleigh NC 27610 (the “**University**”) and Aladdin Food Management Services, LLC, a West Virginia limited liability company with an address at 6000 Town Center Blvd, Suite 120, Canonsburg, PA 15317 (the “**Company**”, and together with the University, the “**Parties**”, and each, a “**Party**”).

RECITALS

A. The Parties are party to the Food Service Agreement, as amended by the Original Payment Plan.

B. The University defaulted in the performance of certain of its obligations under the Food Service Agreement and, in lieu of the Company declaring a default under the Food Service Agreement, the Parties entered into a Payment Plan, dated as of December 22, 2023 (the “**Original Payment Plan**”), in which the University agreed to pay and perform certain obligations as set forth therein (the “**Payment Plan Obligations**”) and which constituted an amendment to the Food Service Plan (the Food Service Agreement as amended by the Original Payment Plan is referred to herein as the “**Original Food Service Agreement**”).

C. The University has defaulted in its performance of certain of the Payment Plan Obligations and continues to be in default of certain of its obligations under the Original Food Service Agreement, but the University has requested that the Company temporarily waive declaring a default and enforcing its rights under the Original Food Service Agreement and the Original Payment Plan.

D. The University is the owner of real property in Wake County and in Raleigh, North Carolina, including, but not limited to, that listed on Attachment A hereto (the “**Real Property**”), which is currently being or will be marketed for sale and/or financed or refinanced, the proceeds of any of which the University will use to pay all obligations due and payable to the Company under the Original Food Service Agreement and Original Payment Plan, but only after certain obligations of the University to the Internal Revenue Services have been paid (the “**IRS Obligations**”).

E. Subject to the terms and conditions set forth herein, the Company is willing to grant a temporary limited enforcement waiver to the University.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) Capitalized terms used and not defined in this Amendment and Waiver have the respective meanings assigned to them in the Original Payment Plan. Defined terms set forth in the Recitals are incorporated herein.

(b) “**Amended Food Service Plan**” means the Food Service Plan as amended by this Amendment with Waiver.

(c) “**Amended Payment Plan**” means the Original Payment Plan, as amended by this Amendment and Waiver

(d) “**Payment Obligations**” means, as of a particular date, all amounts due and payable to the Company by the University under the Amended Food Service Agreement and the Amended Payment Plan, including without limitation, the unpaid amount of the Debt, the services payments and all accrued interest.

2. Agreement to Suspend Services. Notwithstanding anything to the contrary in the Original Food Services Agreement, the Parties agree that until further written agreement by the Parties, the Company will suspend the provision of services under the Original Food Services Agreement beginning April 1, 2024.

3. Limited Waiver. University acknowledges and agrees that it has defaulted in the performance of obligations under the Original Payment Plan and/or the Original Food Service Agreement (as described in the Original Payment Plan) (the “**Current Defaults**”). Subject to the terms and conditions set forth herein, the Company agrees to waive its right to (i) declare a default under the Original Payment Plan and Original Food Service Agreement as a result of the Current Defaults, (ii) terminate food service under Section 3 of the Original Payment Plan because of the Current Defaults, and (iii) enforce its remedies for the Current Defaults under the Original Food Service Agreement or the Original Payment Plan, at law or in equity, until June 30, 2024 (the “**Enforcement Waiver**”). The Enforcement Waiver shall only apply to the Current Defaults, and not to any default under the Amended Payment Plan or Amended Food Service Agreement occurring after the Effective Date (the “**Un-Waived Defaults**”).

4. Conditions to Enforcement Waiver. As a condition to the granting and continuation of the Enforcement Waiver, the University must:

(a) send notice to the Company:

- (i) within three business days after the execution and delivery of any contract or agreements regarding the sale and/or financing or refinancing for any or all of the Real Property (including any letters of intent, agreements or otherwise), which notice shall set forth the gross sales price of the Real Property and/or amounts to be financed and the estimated net proceeds payable from the sale/financing to the University, after payment of all closing costs, expenses, deductions, credits, prorations and other adjustments (“**Closing/Financing Costs**”) and the payment of the IRS Obligations;
- (ii) within one business day, if it determines that the proceeds from the sale, financing and/or refinancing of the Real Property, after payment of the Closing/Financing Costs and IRS obligations could reasonably be expected to be insufficient to pay the Company the Payment Obligations due at Closing (defined below);

- (iii) at least five business days in advance, setting forth the date the closing of the purchase and sale, financing and/or refinancing of the Real Property is to occur (the “**Closing**”);
- (iv) within one business day after the Real Property is removed from the market, or any contract for the sale, financing and/or refinancing of the real property is terminated;

(b) promptly provide information reasonably requested by the Company regarding the sale, financing and/or refinancing of any of the Real Property (both prior and after execution and delivery of a contract therefore);

(c) at the Closing, pay in full the then-outstanding Payment Obligations by wire transfer or other transfer of immediately available funds to an account designated by the Company; and

(d) continue to pay and perform all its obligations under the Amended Food Service Plan and the Amended Payment Plan arising after the Effective Date (other than curing the Current Defaults).

5. Revocation of Waiver.

(a) The Company may revoke the Enforcement Waiver by sending notice to the University (a “**Revocation Notice**”) if (i) the University defaults in the performance of any of the University’s obligations under this Amendment and Waiver, (ii) the University defaults in the payment or performance of any of the University’s obligations under the Amended Payment Plan or the Amended Food Service Agreement (other than curing the Current Defaults) occurring after the Effective Date, (iii) the Company reasonably believes that the proceeds from the sale of the Real Property shall not be sufficient, after the payment of the Closing/Financing Costs and IRS Obligations, to pay the outstanding Payment Obligations in full at the Closing, (iv) the Company sends a notice of default for any Un-Waived Default or commences any enforcement proceeding, under contract, at law or in equity with respect to an Un-Waived default, or (v) the University removes the Real Property from the market or fails to diligently pursue the sale, financing or refinancing of the Real Property.

(b) Section 8 of the Original Payment Plan is amended to provide that the confession of judgment provided for therein shall also include, in addition to the amounts set forth therein, the amounts due evidenced by this Waiver with Amendment, including the Payment Obligations. The Company shall have any and all of the rights and remedies for a default under this Amendment with Waiver as it has for a default under the Original Payment Plan and/or Original Food Service Plan, including those set forth in Section 6 and Section 8 of the Original Payment Plan. Notwithstanding any provision or condition of the Amended Food Service Agreement or the Amended Payment Plan, the University will not have any cure or grace period with respect to any Current Default or any default set forth in a Revocation Notice or any Un-Waived Default and, except as provided by the express terms of the Enforcement Waiver, the Company shall have the immediate right to enforce any or all of its rights under the Amended Food Service Agreement and the Amended Payment Plan, whether by contract, in law or in equity, including without limitation those set forth in Section 6 and Section 8 of the Original Payment Plan.

(c) Upon the occurrence of an actual or deemed entry of an order for relief with respect to University under the United States Bankruptcy Code (or similar proceeding under other applicable law), all amounts due and payable to the Company by the University under the Amended Food Service Agreement and the Amended Payment Plan, including without limitation, the unpaid amount of the Debt, the services payments and all accrued interest shall automatically become due and payable, and the Enforcement Waiver deemed revoked, in each case without further act of Company.

6. Effectiveness of Waiver; Limited Effect. Without limiting the generality of Section 3, the Enforcement Waiver set forth above shall be limited precisely as written and relates solely to the Current Defaults in the manner and to the extent described above, and nothing in this Amendment with Waiver shall be deemed to constitute a waiver by the Company of compliance with respect to any other term, provision, or condition of the Original Food Service Agreement or any other instrument or agreement referred to therein.

7. Miscellaneous.

(a) This Amendment with Waiver serves to amend the Original Food Services Agreement and the Original Payment Plan. To the extent there is a conflict between this Amendment with Waiver and the Original Food Services Agreement or the Original Payment Plan, the terms of this Amendment with Waiver shall supersede and control. The Original Food Services Agreement and the Original Payment Plan, as modified by this Amendment with Waiver represent the entire understanding between the Parties and supersede all prior agreements and understandings between the Parties, whether oral or written related to the subject matter herein. None of the Parties to this Amendment with Waiver shall be considered to be its drafter for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter. No uncertainty or ambiguity shall be interpreted in favor of one Party or against another Party. This Amendment with Waiver shall not be assigned or modified without the prior written consent of all Parties. This Amendment with Waiver shall be binding upon the Parties, and their successors and permitted assigns.

(b) Any notice required or permitted to be given under this Amendment with Waiver shall be in writing and shall be addressed to the appropriate Party at the address specified below, and shall be deemed to have been given for all purposes (a) when received, if emailed, hand-delivered, or sent by a reputable courier service, or (b) one (1) business day after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested.

Saint Augustine University
1315 Oakmont Avenue,
Raleigh NC 27610
Attn: Marcus Burgess, or such other person as appropriate
Email: MBurgess@st-aug.edu

Aladdin Food Management Services, LLC
6000 Town Center Blvd, Suite 120
Canonsburg, PA 15317
Attn: Travis Young
Email: travis.young@elior-na.com

With a copy to:
Elior, Inc.
101 N. Tryon St. Suite 525
Charlotte, NC 28202
Attention: Legal Department

(c) This Amendment with Waiver shall be interpreted exclusively under the laws of the Commonwealth of Pennsylvania. Any action arising hereunder shall be filed and tried exclusively in any state or federal court of competent jurisdiction within the Commonwealth of Pennsylvania, and the Parties to this Amendment with Waiver hereby accept and submit to the personal jurisdiction of these Commonwealth of Pennsylvania courts.

(d) The University represents, warrants and acknowledges that the acknowledgements and representations set forth in Section 7 of the Payment Plan are true and correct as of the date hereof. The University further represents and warrants that, except for the Current Defaults, it is not in default of any of its obligations under the Original Payment Plan or the Original Food Service Plan.

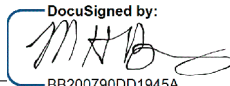
(e) The headings in this Amendment with Waiver are for reference only and do not affect the interpretation of this Amendment with Waiver.

(f) This Amendment with Waiver may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Execution and/or Delivery of an executed counterpart electronically shall be effective as delivery of an original executed counterpart of this Amendment with Waiver.

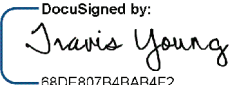
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment with Waiver as of the date first written above.

SAINT AUGUSTINE UNIVERSITY

By  DocuSigned by:
BB200790DD1945A...
Name: **Marcus Burgess**
Title: **Dr.**

**ALADDIN FOOD MANAGEMENT
SERVICES, LLC**

By  DocuSigned by:
68DE807B4BAB4F2...
Name: **Travis Young**
Title: **Senior President of Operations**

Attachment A

Line	Account	Owner	Location Address	City	Property Description
1	047810	SAINT AUGUSTINE COLLEGE	1901 MILBURNIE RD	RALEIGH	LOS PROP OF SAINT AUGUSTINE UN
2	0092352	SAINT AUGUSTINE COLLEGE	1315 OAKWOOD AVE	RALEIGH	LOS PROP OF SAINT AUGUSTINE UN
3	0092351	SAINT AUGUSTINE COLLEGE	1513 OAKWOOD AVE	RALEIGH	LO2A PORTION PROP OF ST AUGUS
4	0092330	SAINT AUGUSTINE COLLEGE	310 N TARBORO ST	RALEIGH	TARBORO & LANE ST
5	0465555	SAINT AUGUSTINE COLLEGE	417 HILL ST	RALEIGH	LO4 PORTION PROP OF ST AUGUST
6	0465554	SAINT AUGUSTINE COLLEGE	405 HILL ST	RALEIGH	LO4 PORTION PROP OF ST AUGUST
7	0465556	SAINT AUGUSTINE COLLEGE	0 OAKWOOD AVE	RALEIGH	LO3 PORTION PROP OF ST AUGUST
8	0182464	SAINT AUGUSTINE COLLEGE	500 N STATE ST	RALEIGH	LO1 PORTION PROP OF ST AUGUST
9	0062896	SAINT AUGUSTINE'S COLLEGE	1311 E LANE STREET	RALEIGH	EXEMPT
10	0061881	SAINT AUGUSTINE'S COLLEGE	1420 OAKWOOD AVE	RALEIGH	EXEMPT
11	0004495	SAINT AUGUSTINE'S COLLEGE	1406 OAKWOOD AVE	RALEIGH	1406 OAKWOOD AV
12	0012389	SAINT AUGUSTINE'S COLLEGE	1805 OAKWOOD AVE	RALEIGH	LO4 & 5 PRT WASHINGTON TERRACE
13	0012696	SAINT AUGUSTINE'S COLLEGE	402 HILL ST	RALEIGH	LO1 WASHINGTON TERRACE
14	0012697	SAINT AUGUSTINE'S COLLEGE	404 HILL ST	RALEIGH	LO2 WASHINGTON TERR
15	0012699	SAINT AUGUSTINE'S COLLEGE	1518 OAKWOOD AVE	RALEIGH	PT LT 148 COLLEGE PARK BW1911-